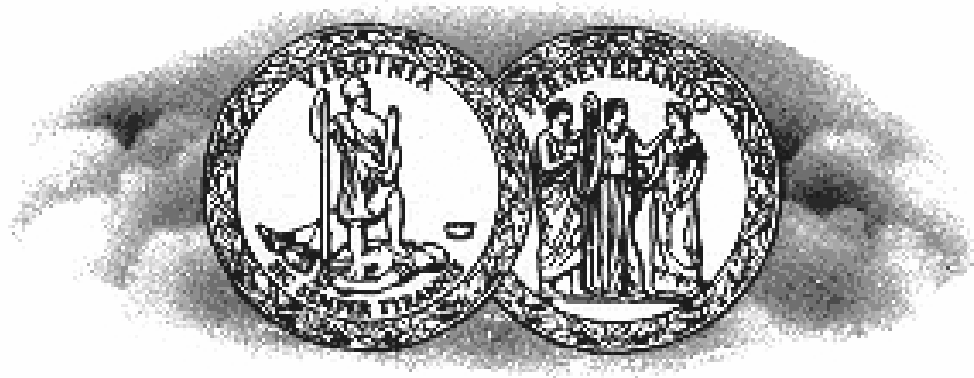


COMMONWEALTH OF VIRGINIA

**STATE CORPORATION COMMISSION**

Request For Proposal # OCC 05-001

Full Service Property Management Services



ISSUED BY THE OFFICE OF COMMISSION CONTROLLER

VIRGINIA STATE CORPORATION COMMISSION  
TYLER BUILDING  
PO BOX 1197  
RICHMOND, VIRGINIA 23218-1197

Issue Date: August 27, 2004

**Sealed Proposals Shall be Received Until 2:00 PM, October 20, 2004**

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

# REQUEST FOR PROPOSALS

Issue Date: August 27, 2004

RFP #: OCC 05-001

Title: Full Service Property Management Services

Commodity Code: 95878

Issuing Agency: COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION  
OFFICE OF COMMISSION COMPTROLLER  
1300 E. MAIN STREET  
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period Of Contract: January 1, 2005 through December 31, 2007 Renewable  
(Option for three 3-year periods)

**Sealed Proposals Shall Be Received Until 2:00 PM, OCTOBER 20, 2004, for the services described herein. Any proposal received after that date and time shall be rejected.**

All Inquiries For Information Should Be Directed To: Lorraine B. Jones, State Corporation Commission, phone: (804) 371-9581, fax: (804) 371-9836, or email: [ljones@scc.state.va.us](mailto:ljones@scc.state.va.us).

IF PROPOSALS ARE MAILED, SEND  
DIRECTLY TO:

IF PROPOSALS ARE HAND  
DELIVERED, DELIVER TO:

Lorraine B. Jones, VCO  
Office of Commission Comptroller  
PO Box 1197  
Richmond, Virginia 23218-1197

Lorraine B. Jones, VCO  
Office of Commission Comptroller  
Tyler Bldg., 1300 E. Main St., 7<sup>th</sup> Floor  
Richmond, VA 23219

In Compliance With This Request for Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

---

Date: \_\_\_\_\_

---

By: \_\_\_\_\_

(Signature In Ink)

---

Name: \_\_\_\_\_

(Please Print)

\_\_\_\_ Zip Code \_\_\_\_\_

Title: \_\_\_\_\_

FEI/FIN No. \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone No: ( ) \_\_\_\_\_

FAX No: (     )

**PREPROPOSAL CONFERENCE and SITE VISIT:** A MANDATORY preproposal conference and site visit will be held at 1:00 p.m. Friday, September 17, 2004, in the Training Room,, 3rd<sup>rd</sup> floor, Tyler Building, 1300 E. Main Street., Richmond, VA 23219. NO ONE WILL BE ADMITTED AFTER 1:10 p.m.

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## I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a term contract with one contractor through competitive negotiations to provide Full Service Property Management for the Virginia State Corporation Commission (SCC). These services will involve administrative, technical support, and management of the Tyler Building. Full service Property Management includes, but is not limited to: the management of all building functions including daily maintenance and cleaning; security operations, coordination of all vendors, suppliers, and services to the building; the negotiation of contracts for services to be provided in the building; supervision of all on-site personnel needed for the operation and maintenance of the building; coordination of space planning, demolition, and construction of new space requirements; budgeting, and monitoring overall building performance. The Property Manager's job is to operate the building efficiently, and in a cost effective manner, consistent with the standards of any class-A commercial office building operation. Examples of the services to be provided by the Property Manager are included in the Property Services Guide, Attachment D.

The Tyler Building was designed as office space for the State Corporation Commission and incorporates kitchen facilities and cafeteria style serving and dining areas for the occupants and guests of the Tyler Building as well as adjacent state office building employees and the public. The food service operation is under contract. The Property Manager will not have oversight of the food service contract. However, the Property Manager will maintain the cafeteria area of the Tyler Building including repairs and maintenance of equipment, etc.

The Tyler Building is the State Corporation Commission's headquarters located at 1300 East Main Street, Richmond, Virginia. The Tyler Building encompasses 296,000 gross square feet of office space currently with 560 occupants. The interior of the 300,000 square foot parking deck adjacent to the building is not included in the scope of work except as noted in Attachment D, section 12.0.

## II. BACKGROUND:

The State Corporation Commission is a major regulatory agency of the Commonwealth of Virginia with authority over many business and economic interests in Virginia including public service companies that provide electric, natural gas, telephone and water services; and financial services companies that provide banking, insurance and securities services.

Headquartered in the Tyler Building in downtown Richmond, the SCC is near the State Capitol and adjacent to Richmond's financial and commerce center. This location, between the government and business districts, is symbolic of the Commission's mission - to balance the interests of business and consumers so that the overall public is served.

It is the policy of the State Corporation Commission to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in SCC procurement activities. The Commission also encourages contractors to provide for the participation of small businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Additional information about the SCC can be found at <http://www.state.va.us/scc/>.

## III. GLOSSARY OF TERMS:

Most terms are explained as they occur within the RFP except for the terms shown below. Any offeror submitting a proposal shall provide a glossary of terms to ensure a thorough understanding of their proposal by the evaluation committee. The glossary shall be in alphabetical order.

Business Day - A business day means any day, Monday through Friday, excluding SCC's holidays. Holidays normally observed are listed below, as well as any other day declared as a holiday by the SCC.

New Year's Day  
Lee-Jackson Day  
Martin Luther King Day  
George Washington's Birthday  
Memorial Day

Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving

Independence Day

Christmas Day

Business Hours - Business hours means the time between 8:00 A.M. and 5:00 P.M. - Standard or Daylight Savings time on any Business Day. Flex-time hours are permitted which allows employees at the SCC to begin work between 7:30 a.m. and 9:00 a.m., and to stop work between 4:15 p.m. and 5:45 p.m. Certain building areas may be designated by the SCC to have extended service hours. (e.g. computer room, Commission Cafe, and any other area designated by the SCC)

Calendar Day - A calendar day means every day of any given month or portion thereof.

Contractor – The person/firm awarded a contract to provide the goods/services required in this solicitation.

Fee Based Property Management - For the purposes of this RFP, in general terms, fee based property management is defined to mean that for a predetermined fee, a Property Management Company will provide all services specified herein for the SCC. The fee will be the exclusive compensation paid to the Property Manager, and will include: overhead and profit; all central office expenses including but not limited to all managerial and staff expenses; accounting and operation expenses; computer systems; any on-site personnel expenses; and any other expenses of the Property Manager related to the property.

Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.

Offeror - The person/firm that makes an offer by submitting a proposal in response to this solicitation.

Property Manager - For the purposes of this RFP, Property Manager includes the Property Management Company's subsidiaries and affiliated companies, authorized agents, representatives, subcontractor(s), or any other party engaged by the Property Manager pursuant to the RFP for the purposes of providing Property Management Services.

Shall/Must - The terms "Shall" and "Must" indicate a mandatory requirement of this RFP. Mandatory requirements are required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Until – Up to the time of; or before a specified time.

#### **IV. STATEMENT OF NEEDS:**

##### **A. General Requirements:**

1. The current property maintenance and service requirements at the Tyler Building are handled by a variety of means and levels of sophistication. Upon the effective date of the contract resulting from this RFP the selected Property Management Company will be required to assume current contracts. However, the Property Manager will be required to establish a comprehensive written program to evaluate, formalize, modify, consolidate, and/or eliminate said contractual relationships with such contractors, subject to any limitations of such contracts and the approval of the SCC, in order to achieve maximum efficiencies, minimize risks, and maintain high quality services.
2. The Commission Comptroller's Office will manage the day-to-day relationship with the Property Manager under this contract. The Commission Comptroller will be the key representative of the SCC in matters relative to this RFP and any resulting contract.
3. The Property Manager shall be an independent contractor, not an employee of the SCC and, except as expressly provided herein, is not an agent of the SCC. Under this Agreement, the Property Manager shall act on behalf of and subject to the

control of the SCC. However, the SCC will not have the right to control the details of the Property Manager's work. Thus, the Property Manager is an independent contractor. This Agreement shall not be considered or construed to create a partnership or joint venture between the Property Manager and the SCC.

4. The Property Manager represents and warrants that it will continually endeavor to identify and implement programs, and recommend Property Management Services to the SCC to generate cost savings without sacrificing service quality.
5. The Property Manager represents and warrants that it has sufficient physical resources, is financially capable, and will remain able to provide the Property Management Services necessary to meet SCC requirements and response times specified herein. If, for any reason, the Property Manager discovers it is unable to provide all or part of the Property Management Services or perform any of its obligations under this Agreement, the SCC shall be notified immediately, in writing. This notification must include a detailed description of the problem, the causes of the problem, and Property Manager's contingency plan. At the option and sole discretion of the SCC, such notification of the inability to perform shall be sufficient reason to exercise remedies for non-performance.
6. The Property Manager acknowledges that it has inspected the Tyler Building and that it understands the Property Management Services requirements and conditions under which the services are to be provided. No allowances shall be made for the Property Manager's error, negligence, or failure to have adequately inspected the Tyler Building.
7. The Property Manager shall establish, maintain and follow a maintenance management system for the Tyler Building. The system shall include a work order system, maintenance standards, preventive maintenance programs, and shall provide monthly activity, back log, and cost summary management reports. This data shall be reported quarterly to the Commission Comptroller's Office by the 15th working day of the month following the preceding quarter.
8. The Property Manager shall take, and require its Subcontractors to take, reasonable precautions and institute procedures designed to promote safety, avoid accidents, and prevent damage or injury to persons or property.
9. The Property Manager shall provide and keep current a list of persons and their telephone numbers for the SCC and its security personnel to contact for emergency Property Management Service requirements during and after regular Business Hours.
10. As part of the basic Property Management Services, the Property Manager shall provide project management services for renovations and replacement of existing building components and equipment necessitated by normal wear and tear, premature failure, or obsolescence. These projects will include but are not limited to: painting; wall covering; HVAC systems; lighting and electrical systems; disassembly and/or assembly of systems furniture; and, repair or replacement of other items in the Tyler Building.
11. The Property Manager shall meet with the SCC's representative as necessary to review and discuss the operations of the building.

B. Personnel:

1. The Property Manager shall provide appropriately skilled and trained personnel, adequate in number, as necessary to perform the workload required to efficiently and effectively provide the Property Management Services under this contract.
2. The Property Manager acknowledges that some of the areas for which the Property Management Services are to be provided are security sensitive. The person(s) engaged by the Manager must possess appropriate character, disposition, and

honesty conducive to the environment where Property Management Services are provided. (See Security Requirements, Section IX.)

3. While providing Property Management Services, the Property Manager's employees shall be respectful and courteous to all persons with whom they come in contact, and shall observe acceptable standards of appearance, hygiene, and conduct.
4. During non-business hours, the Property Manager shall not permit access to the Tyler Building to any person other than those authorized employees of the SCC, the Property Manager, or its Subcontractors. (See Security Requirements, Section IX.)
5. The Property Manager's employees assigned to the Tyler Building shall not be pulled from the Tyler Building to be utilized at other properties without prior approval of the SCC Comptroller.

C. Subcontractors:

1. The Property Manager's contracts or agreements with any Subcontractors will not create any privity of contract between the SCC and such Subcontractors. However, any subcontracts or agreements entered into by Property Manager in connection with its performance hereunder shall provide that the Subcontractor shall be bound by and subject to all of the terms and conditions of this RFP and the resulting contract. No assignment or subcontract shall relieve the Property Manager from its obligations to SCC hereunder or shall purport to bind SCC to any terms or conditions other than those contained in this RFP and resulting contract with the Property Manager.
2. All contracts that the Property Manager enters into for maintenance, repairs, capital improvements, goods and services shall be awarded on the basis of competitive procurements (bids and/or proposals) solicited as follows, based on the estimated cost of the contract:
  - a. \$0.00 to \$5,000 - single quote, does not require competitive bidding;
  - b. Over \$5,000 to \$50,000 - requires a minimum of four (4) valid sources. Bids/proposals may be solicited via telephone, facsimile, electronically (e-mail) or written quotations. Solicitations should include, where available, a minimum of two (2) minority and/or women-owned business.

D. Compensation Arrangements:

1. As noted in the Glossary of Terms, Section III, the contract awarded as a result of this RFP will be for fee based property management services. All offerors submitting proposals are directed to propose how such fee should be structured, including its amount, services to be included, what will constitute extra-cost work, etc. In general, the SCC envisions that the arrangement will have the structure and components described in this sub-section D, though this discussion is for illustrative purposes only, and is not intended to be an all inclusive or exclusive list of services to be provided.
2. It is expected that the Property Manager's total fee will be composed of three elements:
  - a. The Basic Fee will be a fixed amount payable monthly to the Property Manager for the provision of a wide range of property management services, such as, but not limited to, the following:
    1. Supervision of/and all personnel needed for the operations and maintenance of the building.
    2. Monitoring overall building performance.
    3. In conjunction with the SCC, arranging and negotiating for any contracts for goods and services to be provided with respect to the building.

4. Coordination of all vendors, suppliers and services to the building.
  5. Budgeting for building maintenance and operation.
  6. Operation of the centralized maintenance service request system to process requests for service, trouble calls, etc.
  7. Provision of all trouble-calls, maintenance and handyman services needed for the HVAC, electrical, lighting, plumbing or other systems.
  8. Development and implementation of a comprehensive inspection and preventative maintenance program for the building and all its systems.
  9. Developing and implementing programs for environmental assessment and testing, and fire and life safety programs.
- b. The Cost Reimbursement Fee will be composed of, and be exactly equal to, the direct cost of:

1. Any contracts under which the Property Manager sub-contracts or assigns certain duties and responsibilities under the Contract resulting from this RFP to other entities. However, no such sub-contracts or assignments shall be made without the prior written approval of the SCC and, consequently, no part of the Cost Reimbursement Fee shall consist of any amount for sub-contracts or assignments which have not been approved in advance, in writing, by the SCC.

It shall also be the duty of the Property Manager to propose to the SCC such sub-contracting or assignment of such duties well in advance of actually negotiating or contracting for such goods or services, so that the SCC can be involved in the planning for such transfers of duties at the earliest possible time. No attempt shall be made by the Property Manager to sub-contract or assign any such duties hereunder without the full cooperation and approval of the SCC.

It is not expected that the SCC would grant its consent for sub-contracting or assignment of any services required under this Contract which will be covered by the Basic Fee, described above.

2. As noted above, the Cost Reimbursement Fee shall consist only of the exact, direct cost of such sub-contracts or assignments, without any "mark-up" of any sort whatsoever by the Property Manager. The *Virginia Public Procurement Act*, Va. Code Section 2.2.-4300 et seq., provides that public contracts may be awarded on a cost reimbursement basis, but that, with certain exceptions, no public contract shall be awarded on the basis of cost plus a percentage of cost.

To offset the financial impact this Cost Reimbursement Fee would have on the Property Manager during the invoice processing period, the SCC may be amenable to providing a one time advance payment to the Property Manager to offset any interest or carrying charges that would have otherwise been recovered through the Basic Fee until the first reimbursement payment is received. This one time advance would not exceed 60 days of estimated reimbursable expenses. The estimated reimbursable amount will be determined by the Commission Comptroller and the Property Manager based on historical expenditures. This advance payment shall be returned to the SCC at the end of the contract period.



The SCC will continue to pay all taxes, insurance and utility bills, and forward copies to the Property Manager.

- c. The Additional Fee shall be such fee, if any, negotiated and agreed to in advance between the SCC and the Property Manager from time to time for the provision of services by the Property Manager which are in addition to those required or reasonably implied under the Basic Fee, or the Cost Reimbursement Fee. An example of such Additional Fee might be that required for renovation and replacement of major building components and equipment. (e.g. re-design and moving furniture, equipment and employees to another location, retro-fit the HVAC system.)

## **V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

### **A. General Instructions:**

#### **1. RFP Response:**

In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) complete original (so marked) which shall contain a copy of our RFP and Addenda, if any, completed & signed by the offeror, and three (3) copies must be submitted to the SCC. No other distribution of the proposal shall be made by the offeror.

#### **2. Proposal Preparation:**

- a. All information requested should be submitted. Failure to submit all information requested may result in the SCC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. The proposal must contain the legal name of the offeror and a statement as to whether the offeror is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. The proposal shall be signed by a person(s) legally authorized to bind the offeror to a contract. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the offeror. The offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although

their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Proposals should provide a glossary of terms to ensure a thorough understanding of the proposal by the Evaluation Committee. The glossary should be in alphabetical order.
- g. A copy of the Proposal shall be submitted in electronic form in any Microsoft compatible file format. Clearly write on the electronic media label the Offeror Name and "Proposal - RFP# OCC 04-001." See Section V.B.1. Tab 2 for further instructions.
- h. Upon award, the selected vendor shall provide to the SCC the entire RFP response to include negotiated changes in electronic form in a Microsoft compatible file format.
- i. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the RFP shall belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure; however, the offeror must invoke the protections of § 2.2-4342 F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as underlining or highlighting and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- j. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The SCC will schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted.

B. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate your capabilities to provide the required services. Offerors are required to include the following items in their proposals:

1. Proposal:

Tab 1. The complete RFP (original only), the RFP cover sheet and Addenda, if any. Request for Taxpayer Identification Number & Certification Form W-9, Attachment C, filled out as required and signed.

Tab 2. The Offeror Data Sheet included as Attachment A. This sheet must be completed by the offeror. Careful attention should be given to names and phone numbers of previous clients so the SCC may reach the correct person. The clients listed should be able to equate the work performed for them to what the SCC requires under the RFP. In other words, the previous client should have been provided services similar and equal in magnitude to work requested by the SCC through this solicitation.

A glossary of terms, if provided, and the proposal in electronic form, as referenced in Section V.A.2.g.

Tab 3. General Qualifications - Experience in providing the services described herein.

1. Provide an outline of advantages your organization has over your competition to include services you provide which are unique within your industry, new technologies/products you plan to utilize in the near future, and other services that could be advantageous to the SCC;
2. Provide a detailed organizational chart(s) indicating all professional and service staff. Describe how the organization interfaces with the SCC's organization and what communication channels will be established;
3. Provide a copy of your company's most recent annual report;
4. Provide resumes of key staff;
  - a. Within the management structure to be assigned to this project.
  - b. Provide a resume of your employee who will be the primary contact with the SCC. This individual must be the highest level employee in your firm who will be assigned to the SCC. If this individual has not been identified by your firm, please provide the qualifications to be used in selecting this individual and provide a resume of an associate within your firm, assigned to another account who you view as comparably qualified, and;
5. Indicate where you propose to provide or establish an office for the staff indicated in paragraph (4) above.

Tab 4. Specific plans for providing the proposed services including, but not limited to:

1. Describe your quality assurance program and how performance is quantified and measured for each operation. Examples of how you measure and report service quality for other property owners is required in your response. Show your typical response times for common maintenance/service requests, including but not limited, to: hot-cold calls, light bulb replacement, plumbing and electrical problems, etc.
2. Does your company provide products and services other than as listed in this RFP? If yes, please identify each service and indicate if savings can be realized if a master agreement is established for such products and services if provided in conjunction with providing Property Management Services under this RFP.

3. If you plan to use subcontractors or subsidiary/affiliate companies for part of the Property Management Services, describe where and what type you intend to use.
4. Provide your current office locations that will provide Property Management Services to the SCC.
5. The Property Management Company will be required to handle and dispatch calls for routine and emergency services. Provide a detailed description of your dispatch system to include how you will handle the workload. If you use an independent company to handle service request calls, identify the company and provide details of the program.
6. Provide a schedule for key activities required to implement a smooth transition should you be awarded the contract. Include and identify any action or information required from the SCC.
7. Based on the parameters of this proposal, what expense reduction programs would you recommend to the SCC, and how would you propose to implement the recommendations? Also please indicate the expected timetable for the SCC to realize these savings. Please be specific and describe prior experiences, with examples and methods of successful programs. If you offer guaranteed savings, please provide details as to how you expect to achieve the savings and the estimated value.
8. Describe how you would operate and maintain the following systems or equipment within the Tyler Building:

*A detailed list of systems, Thermo Storage Cooling, UPS, APS, etc. will be distributed at the Pre-Proposal/Site Conference*

**Tab 5. Cost Proposal:**

The cost proposal shall be thorough, comprehensive and identify any additional charges.

Discuss the advantages or disadvantages of the advance payment concept described in Section IV.D.2.b.2 of this RFP. Provide any alternative recommendations to this concept.

**VI. EVALUATION AND AWARD CRITERIA:**

A. Evaluation Criteria: Proposals shall be evaluated by the SCC using the following criteria:

1. Qualifications and Experience of the Offeror – Overall qualifications and capabilities of the offeror, including previous experience in providing the requested services. Information supplied by references. Financial stability. Contract language and agreements required, including exceptions to the SCC's standard contract form and the RFP's General Terms and Conditions.
2. Offeror's Understanding of Scope of Services – Proposed methods and plans for providing the required services.
3. Price.

**Points assigned to each criteria will be posted prior to the date and time the proposals are due.**

B. Award: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but

need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

**VII. REPORTING REQUIREMENTS:**

The Property Manager will report weekly to the Commission Comptroller or as mutually agreed upon to discuss the ongoing operations of the building.

**VIII. PREPROPOSAL CONFERENCE AND SITE VISIT:**

A **MANDATORY** preproposal conference and site visit will be held at **1:00 p.m., Friday, September 17, 2004, in Training Room, 3rd floor, Tyler Building, 1300 East Main Street, Richmond, Virginia 23219**. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at the conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 1:10 p.m.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Please allow additional travel time to arrive at the preproposal conference on time. Only metered, street parking is available in the areas adjacent to the Tyler Building. Some commercial parking lots are also in the area. This RFP includes directions and a map of the area (Attachment E). A detailed map is also provided at <http://www.state.va.us/scc/commission/directions.htm>, "Visiting the SCC." If additional maps or directions are needed, they may be requested from Lorraine Jones, State Corporation Commission, Phone: (804) 371-9581, or fax: (804) 371-9836. There are three hotels within walking distance of the SCC – The Richmond Omni, The Berkeley Hotel, and the Commonwealth Park Suites Hotel – if overnight accommodations are required.

**IX. SECURITY REQUIREMENTS:**

**A. Contractor's Responsibility:**

1. The Property Manager shall ensure that each and every one of its authorized agents, representatives, subcontractor(s), or any other party pursuant to this RFP (hereafter referred to as the "Property Manager's employees") that will be in the building after the building's normal business hours comply with the security requirements set forth in this contract. The Property Manager shall ensure compliance with these requirements before any Property Manager's employee is permitted within the building after normal business hours. The purpose of these security requirements is to prevent the commission of crimes within the buildings and to effect the speedy apprehension of any persons committing crimes.
2. All the Property Manager's employees shall have a satisfactory criminal history background check before being permitted to work in the building.

3. The Property Manager's employees shall not admit anyone to controlled areas. Any such admission request shall be referred to the State Corporation Commission's Security Desk.
4. All doors requiring key access shall be closed and locked upon completion of the operation in that area.

B. Security Clearance Requirements:

1. Each of the Manager's employees who have access to the building after normal business hours shall complete and submit to the Division of Capitol Police personal information on a form specified, and provided by the Division of Capitol Police. Personal information forms shall be updated annually.
2. Each of the Property Manager's employees shall also have a photograph taken by the Division of Capitol Police. These photographs shall be used for identification purposes, including the making of photo-identification passes.
3. Photo-identification passes shall be worn at chest level on the outer-most garment of the Property Manager's employees, and must be displayed at all times when within the Tyler Building after normal business hours.
4. Photo-identification passes shall be kept in the custody of the Property Manager and shall be maintained on file in the Tyler Building when not being worn. It shall be the responsibility of the Property Manager to issue the appropriate photo-identification passes to each employee each day when the employee enters the building and to collect the pass when each employee leaves. The Property Manager shall return each pass to the Division of Capitol Police when an individual's employment is terminated, and shall return all passes to the Division of Capitol Police at the expiration of the contract, unless a new contract is entered into. The Property Manager shall also return any damaged passes. The Property Manager shall notify the Commission Comptroller or his designee when any passes are lost, stolen, or destroyed.
5. All passes shall be of a form selected by the Division of Capitol Police and shall contain at a minimum the name and photograph of the individual, date of issue, the issuing officer's signature, the company's name and date of contract expiration.
6. Based upon the personal information submitted and such other information as it deems proper, the Division of Capitol police shall, based upon its sole judgment and discretion, issue security clearances to the Property Manager's employees authorizing them to enter and work in state office buildings after normal business hours. Neither the Property Manager nor any employee shall have any right to be issued a pass or any right to damages because a pass is not issued or if a pass is rescinded.
7. Security clearances are divided into two categories, maximum and minimum, and photo-identification passes are color coded to reflect the security category. Some buildings at the seat of government are classified as maximum and some as minimum security buildings. The Tyler Building is classified as a minimum security building.
8. The Division of Capitol Police will consider such factors as, but not limited to, criminal convictions and other conduct which, in the judgment of the Division of Capitol Police indicate a lack of trustworthiness of a degree as to deny employment in said building. Passes may be granted despite convictions where factors such as a long passage of time and good behavior indicate the necessary degree of trustworthiness exists. Security clearances may be rescinded at any time by the Capitol Police in its sole discretion based upon information obtained or the conduct of the Property Manager's employee. All such determinations, whether for the issuance or rescission of a security clearance, shall be made in the sole discretion of the Division of Capitol Police. If the Division of Capitol Police finds that any Property

Manager's employee should not be issued a security clearance or that his clearance should be rescinded, the Division of Capitol Police shall notify the Property Manager as soon as possible, then the employee shall not be allowed to enter the building thereafter, or in the instance of a reduction from a maximum to minimum security clearance, shall not be allowed into a maximum security building.

9. The office of the Division of Capitol Police normally is open for the purpose of photographing, fingerprinting, and completing necessary forms from 8:00 a.m. until 4:30 p.m., Monday through Friday, excluding holidays. Appointments for security clearances and photo-identification passes shall be made by the Commission Comptroller's Office. Security clearances and photo-identification passes are normally processed by Capital Police within forty-eight hours.

**X. GENERAL TERMS AND CONDITIONS:**

**The General Terms and Conditions shall apply to the Property Manager and its authorized agents, representatives, subcontractor(s) and any other party providing the services required to maintain the Tyler Building.**

- A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state, and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.



- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions

regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase

and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their worker's compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  2. Employers Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence.
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site [www.eva.state.va.us](http://www.eva.state.va.us), the SCC's web site [www.state.va.us/scc](http://www.state.va.us/scc), and on the 2<sup>nd</sup> floor of the Tyler Building for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the

individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.

**XI. SPECIAL TERMS AND CONDITIONS:**

**The Special Terms and Conditions shall apply to the Property Manager and its authorized agents, representatives, subcontractor(s) and any other party providing the services required to maintain the Tyler Building.**

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the State Corporation Commission will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AS BUILT DRAWINGS: The contractor shall provide the Commonwealth a clean set of reproducible "as Built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- C. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The SCC, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the SCC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.
- F. CANCELLATION OF CONTRACT: The SCC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the cancellation.
- G. CONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_  
License #: \_\_\_\_\_ Type: \_\_\_\_\_

- H. CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars (\$70,000) or more, or if the total value of all such contracts undertaken by offeror within any 12-month period is five hundred thousand dollars (\$500,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than seventy thousand dollars (\$70,000), (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) but less than seventy thousand dollars (\$70,000), the offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the offeror is required to be licensed as a "CLASS C CONTRACTOR". The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. \_\_\_\_\_

Specialty \_\_\_\_\_

Licensed Class B Virginia Contractor No. \_\_\_\_\_

Specialty \_\_\_\_\_

Licensed Class C Virginia Contractor No. \_\_\_\_\_

Specialty \_\_\_\_\_

If the offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of Section 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

- I. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- J. FINAL INSPECTION: At the conclusion of the work for renovation, equipment installation, etc., the contractor shall demonstrate to the authorized SCC representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- K. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>October 20, 2004</u>	<u>until 2:00 p.m.</u>
Name of Offeror	Due Date	Time
_____	<u>OCC 05-001</u>	
Street or Box Number	RFP No.	
_____	<u>Full Service Property</u>	
City, State, Zip Code	<u>Management Services</u>	
	RFP Title	
Name of Contract/Purchase Officer or Buyer: <u>Lorraine B. Jones, VCO</u>		

The envelope should be addressed as directed on Page 2 of the solicitation. If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- L. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- M. INDEPENDENT CONTRACTOR: Any offeror awarded a contract under this RFP shall be considered an independent contractor, and neither the offeror, nor personnel employed by the offeror, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia
- N. INSPECTION OF JOB SITE: The offeror's signature on this solicitation constitutes certification that it has inspected the job site and is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- O. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- P. LABELING OF HAZARDOUS SUBSTANCES: If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C § 1263 or Title 7 U.S.C. § 136.
- Q. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list and a copy of all warranties.
- R. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided for each chemical and/or compound used during the term of this contract.
- S. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, telephone number, total dollar amount subcontracted and type of product/service provided.
- T. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT: **A MANDATORY** preproposal conference and site visit will be held at **1:00 p.m., Friday, September 17, 2004, in Training Room, 3rd floor, Tyler Building, 1300 East Main Street, Richmond, Virginia 23219**. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at the conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors

who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 1:10 p.m.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Please allow additional travel time to arrive at the preproposal conference on time. Only metered, street parking is available in the areas adjacent to the Tyler Building. Some commercial parking lots are also in the area. This RFP includes directions and a map of the area (Attachment E). A detailed map is also provided at <http://www.state.va.us/scc/commission/directions.htm>, "Visiting the SCC." If additional maps or directions are needed, they may be requested from Lorraine Jones, State Corporation Commission, Phone: (804) 371-9581, or fax: (804) 371-9836. There are three hotels within walking distance of the SCC – The Richmond Omni, The Berkeley Hotel, and the Commonwealth Park Suites Hotel – if overnight accommodations are required.

- U. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- V. REFERENCES: Offerors shall complete Attachment A, Offeror Data Sheet providing at least five (5) references where similar goods and/or services have been provided. One (1) of the five (5) references shall be current accounts.
- W. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for three successive three year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
  - 1. If the Commonwealth elects to exercise the option to renew the contract for an additional three year period, the contract price(s) for the additional three year period shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- X. SECURITY LICENSE: In accordance with § 9.1-139 of the *Code of Virginia* (1950), the offeror shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting an offer. The offeror shall place their license number in the space provided below:

Private Security Services Business License Number: \_\_\_\_\_

For assistance, offerors may contact the Department of Criminal Justice Services at 804-786-0460.

- Y. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the SCC the names, qualifications and experience of its proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- Z. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

**XII. METHOD OF PAYMENT:**

The Property Manager shall provide an itemized invoice monthly by the 10th working day of each month reflecting the charges for the preceding month in a format mutually agreed upon.

Payment will be made per Paragraph J of the General Terms and Conditions.

Invoices shall be submitted directly to:

Commission Comptroller  
State Corporation Commission  
PO Box 1197  
Richmond, VA 23218-1197

**XIII. PRICING SCHEDULE:**

The cost proposal shall be thorough, comprehensive and identify any additional charges.

Discuss the advantages or disadvantages of the advance payment concept described in Section IV.D.2.b.2 of this RFP. Provide any alternative recommendations to this concept.

**XIV. ATTACHMENTS:**

- A. Offeror Data Sheet
- B. Request for Taxpayer Identification Number and Certification (Form W-9)
- C. State Corporation Commission Standard Contract
- D. Property Services Guide
- E. Area Map



## ATTACHMENT A

### OFFEROR DATA SHEET (To Be Completed by Offeror)

1. Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.
2. Years in Business: Indicate the length of time you have been in business providing this type of service: \_\_\_\_\_ years \_\_\_\_\_ months.
3. Is your company a minority and/or women-owned business?: Yes ☐ No ☐  
If so please be prepared to show certificate of proof.
4. References. Indicate below a listing of at least five (5) clients, one of which must be current, either commercial or governmental, for which your firm has provided this type of service. Include the length of service and the name and address, telephone, and fax numbers of the person the SCC has your permission to contact. Verify the contact persons, telephone numbers, and fax numbers listed below are current and up-to-date prior to submitting them.

A. Organization/Co.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Length of Service (contract): \_\_\_\_\_

B. Organization/Co.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Length of Service (contract): \_\_\_\_\_

**ATTACHMENT A**  
Continued

C. Organization/Co.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Length of Service (contract): \_\_\_\_\_

D. Organization/Co.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Length of Service (contract): \_\_\_\_\_

E. Organization/Co.: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Length of Service (contract): \_\_\_\_\_

## ATTACHMENT B

Form <b>W-9</b> (Rev. January 2003) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
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Print or type  
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor	<input type="checkbox"/> Corporation
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other ▶ .....
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

*Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

*Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

## ATTACHMENT B

### Continued

Form W-9 (Rev. 1-2003)

Page 2

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien** or a **foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

#### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

## ATTACHMENT B

### Continued

Form W-9 (Rev. 1-2003)

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9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.



## ATTACHMENT B

### Continued

Form W-9 (Rev. 1-2003)

Page **4**

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



## ATTACHMENT C

### COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

### STANDARD CONTRACT

Contract Number: RFP # \_\_\_\_\_

This contract entered into this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ hereinafter called the "Contractor" and Commonwealth of Virginia, State Corporation Commission, herein after called the "SCC."

WITNESSETH that the Contractor and the SCC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the SCC as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_, with three 3-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated \_\_\_\_\_:
  - (a) The Statement of Needs,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions together with any negotiated modifications of these Special Terms and Conditions:
- (3) The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

CONTRACTOR:

SCC:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT D

### PROPERTY SERVICES GUIDE

This is a guide illustrating some examples of work but is not an all inclusive or exclusive list of services to be provided.

#### **1.0 Custodial Services**

Custodial Services are to be provided each business day in the Tyler Building to ensure that a clean and pleasant appearance is consistently maintained at all times. The services provided are expected to be at the highest standards within the cleaning industry. Daily services will concentrate on dusting, vacuuming, removing any soiling or stains from work surfaces and floors. Rest Rooms are to be maintained clean, sanitary and odor-free, and supplies restocked each day. The dining area of the Café will be cleaned daily. Building entries are to be given special attention each day to remove litter, clean entry mats, and polish glass and metal as necessary.

##### **1.1 Carpet Cleaning**

Vacuuming and spot cleaning are a part of the daily custodial services. Periodically the carpets will be cleaned to preserve the carpet's appearance and to extend its useful life. The frequency will vary based on traffic, walk-off conditions, carpet color and construction. A carpet cleaning schedule will be established for the cafeteria, office spaces, etc., as appropriate.

##### **1.2 Window Washing**

Interior windows and glass at building entrances are to be cleaned by the daily janitorial service. The inside and outside surfaces of all exterior windows will be washed twice annually.

#### **2.0 Pest Control**

Preventative pest control service is to be provided in the Cafeteria and other susceptible areas within the Tyler Building, to maintain a pest free environment. Services are to be provided on a routine and as needed basis to the entire building.

#### **3.0 Landscaping**

All trees are to be pruned as necessary to promote healthy and attractive growth and to maintain appropriate visibility. Fertilization and chemical treatment shall be provided as generally recommended for each plant species to maintain a healthy and attractive appearance. Trash, clippings, and other debris will be gathered and removed from the site.

##### **3.1 Irrigation Systems**

Existing irrigation systems are to be maintained to provide proper operation. The system is expected to be leak free and all heads are to be inspected twice each season to ensure proper direction and operation. Time clocks are checked and adjusted to maintain appropriate irrigation for the landscape variety and climatic conditions. Systems are shut off and drained down as necessary during periods when freezing is likely.

#### **4.0 Heating, Ventilation & Air Conditioning (HVAC)**

The HVAC systems are to be operated and maintained to ensure that the appropriate seasonal temperature range and air quality is provided in all areas. System operating hours shall be established to optimize cost effectiveness and comfort. Preventative Maintenance is to be performed to maximize the operating efficiency and life expectancy of all mechanical systems.

#### **5.0 Electrical Systems**

Electrical Systems shall be inspected to ensure safety and reliability. A comprehensive preventative maintenance program shall be established for all electrical system components. Special procedures are



## **ATTACHMENT D**

### **Continued**

to be established to ensure the integrity and reliability of the electrical systems because of the computer data center. Special operations and maintenance programs are to be established for the Auxiliary Power Systems (APS), Uninterruptible Power Systems (UPS), Power Conditioners, and other specialized electrical systems, to maximize their reliability.

#### **6.0 Halon Systems**

Special operating and maintenance procedures shall be established to ensure the safety and reliability of the Halon and other specialized fire protection systems.

#### **7.0 Fire Sprinklers & Fire Extinguishers**

Fire Sprinkler Systems, fire extinguishers and other life safety systems shall be inspected and pumps test operated at least annually or in accordance with code requirements to ensure their reliability.

#### **8.0 Trash Removal**

Trash removal from all spaces shall be performed by the custodial contractor each business day. The custodial contractor shall place all trash in the designated area or dumpster neatly and ensure that containers or room are closed and secure.

#### **8.1 Recycling Programs**

Recycling programs have been implemented by the SCC for paper products. The custodial contractor is responsible for the removal of recycled items from offices as according to this schedule.

#### **9.0 Plumbing Systems**

All water and natural gas piping, sanitary sewers, water coolers, water heaters, water closets, lavatories and other plumbing fixtures shall be maintained to ensure proper operation and a leak free condition.

#### **10.0 Interior Lighting**

Lamps and ballast in interior lighting fixtures, including task lighting, shall be replaced within two business days where one fixture is inoperable. If two or more adjacent lighting fixtures are inoperable, the request shall be handled as a priority and responded to within 12 hours. Lighting diffusers and lens will be cleaned during relamping.

#### **11.0 Exterior Lighting**

Proper exterior lighting is essential to the overall operation and safety of the building. Relamping per the industry standards is required.

#### **12.0 Parking Deck**

Although the parking deck belongs to Department of General Services, the SCC maintains any inter connective life safety systems, which shall be covered by this Contract.

#### **13.0 Snow & Ice Removal**

#### **14.0 Roof Inspection/Repairs**

#### **15.0 Interior Painting/Wall Covering**

Interior painting/wall covering will be completed during the normal renovation cycle of a facility or space, as required. Entrances and heavy traffic areas may require interim painting to maintain a clean and unstained appearance that will be determined during the annual building inspection.

#### **16.0 Annual Building Inspection**

At least annually the Property Manager shall conduct a detailed inspection of the Tyler Building. This inspection reviews the overall quality for each service provided to the facility, evaluates the operating procedures, and identifies capital improvements necessary to maintain and enhance the building's appearance, function, and operating efficiency. This inspection is the basis for establishing any changes

## **ATTACHMENT D**

### **Continued**

in service levels, operating budgets, and capital expenditures for the up coming year. Operating and service deficiencies noted during the inspection are to be corrected in a timely manner. These inspections are reviewed by the Commission Comptroller to ensure that the building is being kept in a first class condition.

#### **16.1 ADA Inspections**

#### **17.0 Energy Management Audits**

It will be the Property Manager's responsibility to maintain and operate the building in the most energy efficient manner possible.

#### **18.0 Environmental Assessment & Testing**

The SCC is committed to maintaining a safe, healthy, and hazard-free environment for its employees. Any suspected environmental concerns shall be addressed in a timely and professional manner. Specialists are to be utilized when necessary for testing, evaluation, and corrective action. The results of such tests are to be provided to the Property Manager who will report the findings to the Commission Comptroller. Subsequently, the SCC may communicate with employees regarding the results of any testing or environmental assessments.

#### **19.0 Fire Drills/Life Safety Programs**

The Property Manager shall review existing fire and life safety programs and make recommendations for improvement, also the Property Manager shall coordinate and schedule the required number of fire drills and meet with the building warden and floor wardens concerning this program.

#### **19.1 Fire Alarm Systems Maintenance**

Fire alarm systems, smoke and heat detectors are to be inspected and tested as required.

#### **20.0 Building Repairs**

Handyman services will be provided on an as needed basis to maintain and repair the existing building structure and components. (*e.g. Locksmith, etc.*)

#### **21.0 Interior Plants**

Interior plants will be provided and maintained to insure an attractive appearance in the lobbies, atriums, and on the 11th floor in the common areas and Commissioner's offices.

#### **22.0 Computers, PC's , Telephones and Electronic Systems**

Computers, PC's , telephones and electronic systems are managed, maintained and serviced by the SCC's Information Technology Division.

#### **23.0 Building Security/Guard Services**

The SCC requires 24 hour, 7 day unarmed Security Guard Service.

#### **24.0 Maintenance Request Center**

The Property Manager shall provide a centralized telephone answering center to receive facility maintenance requests. This center shall accept calls between 7:30 AM and 5:30 PM each business day. Maintenance Service Representatives are to dispatch technicians and contractors as necessary to provide the services outlined in this Property Services Guide. An after hours emergency number also shall be available 24 hours/7 days per week to respond to emergency situations.

## ATTACHMENT E

### *Directions to the Tyler Building*

Approaching Richmond from the NORTH: Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the WEST: Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the EAST: Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the SOUTH: Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.

From the RMA Downtown Expressway (Rt. 195): - Take Rt. 195 South into Richmond (through 50-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.